

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)				Rating DOA5		Page 1 Of 34	
2. Contract (Proc. Inst. Ident) No. DAAE20-03-C-0037		3. Effective Date 2003JAN23		4. Requisition/Purchase Request/Project No. SEE SCHEDULE					
5. Issued By TACOM-ROCK ISLAND AMSTA-AQ-ARCC ELAINE ROSE (309)782-4999 ROCK ISLAND IL 61299-7630		Code W52H09		6. Administered By (If Other Than Item 5) DCMA CLEVELAND ADMIRAL KIDD CENTER 555 EAST 88TH STREET BRATENAH L OH 44108-1068				Code S3603A	
e-mail address: ROSEE@RIA.ARMY.MIL				SCD C PAS NONE		ADP PT HQ0337			
7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) HUNTER MFG CO 30525 AURORA ROAD SOLON OH 44139-2795				8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE					
9. Discount For Prompt Payment				10. Submit Invoices (4 Copies Unless Otherwise Specified)					
				Item 12					
Code 92878		Facility Code		To The Address Shown In:					
11. Ship To/Mark For SEE SCHEDULE		Code		12. Payment Will Be Made By DFAS COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS PO BOX 182266 COLUMBUS OH 43218-2266				Code HQ0337	
13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(2) <input type="checkbox"/> 41 U.S.C. 253(c)()				14. Accounting And Appropriation Data ACRN: AA 97 X4930AC61 6N 26FB S19130 W13G07					
15A. Item No. SEE SCHEDULE		15B. Schedule Of Supplies/Services CONTRACT TYPE: Firm-Fixed-Price		15C. Quantity		15D. Unit		15E. Unit Price	
								15F. Amount	
Contract Expiration Date: 2003JUL30				15G. Total Amount Of Contract				\$770,292.00	
16. Table Of Contents									
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)		
Part I - The Schedule				Part II - Contract Clauses					
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	25		
X	B	Supplies or Services and Prices/Costs	6	Part III - List Of Documents, Exhibits, And Other Attachments					
X	C	Description/Specs./Work Statement	17	X	J	List of Attachments	34		
X	D	Packaging and Marking	18	Part IV - Representations And Instructions					
X	E	Inspection and Acceptance	20		K	Representations, Certifications, and Other Statements of Offerors			
X	F	Deliveries or Performance	21		L	Instrs., Conds., and Notices to Offerors			
X	G	Contract Administration Data	22		M	Evaluation Factors for Award			
X	H	Special Contract Requirements	23						
Contracting Officer Will Complete Item 17 Or 18 As Applicable									
17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.					
19A. Name And Title Of Signer (Type Or Print)				20A. Name Of Contracting Officer JOYCE L KLEIN KLEINJ@RIA.ARMY.MIL (309)782-5051					
19B. Name of Contractor By _____ (Signature of person authorized to sign)		19c. Date Signed		20B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)				20C. Date Signed 2003JAN23	
NSN 7540-01-152-8069 PREVIOUS EDITIONS UNUSABLE				25-106 GPO : 1985 0 - 478-632		Standard Form 26 (Rev. 4-85) Prescribed By GSA-FAR (4.8 CFR) 53.214(a)			

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAE20-03-C-0037 MOD/AMD</p>	<p align="right">Page 2 of 34</p>
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Name of Offeror or Contractor: HUNTER MFG CO

SECTION A - SUPPLEMENTAL INFORMATION

THIS CONTRACT IS FOR 132 EACH FILTER FAN ASSEMBLY 400 (FFA400) NSN: 4230-01-485-6184 AND 60 REPAIR KIT, NSN: 4230-01-494-6311.

THE REQUIREMENTS ARE TO BE PRODUCED IN ACCORDANCE WITH THE RECENTLY COMPLETED CONTRACT DAAE20-02-C-0075.

DELIVERY DATES ARE AS SHOWN IN SECTION B.

AWARD WAS ON 23 JANUARY 2003 BY LETTER SIGNED BY STEVEN T. DEMKO, HUNTER MFG COMPANY AND JOYCE L. KLEIN, GOVERNMENT CONTRACTING OFFICER. (ATTACHMENT 0002)

*** END OF NARRATIVE A 001 ***

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	HQ, DA	NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
	(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.		
	(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.		
	(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.		
	(AA7020)		

A-2	52.201-4501	NOTICE ABOUT TACOM-RI OMBUDSMAN	APR/2002
	TACOM-RI		
	a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.		
	b. If you think that this solicitation:		
	1. has inappropriate requirements; or		
	2. needs streamlining; or		
	3. should be changed		
	you should first contact the buyer or the Procurement Contracting Officer (PCO).		
	c. The buyer's name, phone number and address are on the cover page of this solicitation.		
	d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:		
	U.S. Army TACOM-RI AMSTA-AQ-AR (OMBUDSMAN) Rock Island IL 61299-7630 Phone: (309) 782-3224 Electronic Mail Address: ombudsman@ria.army.mil		
	e. If you contact the Ombudsman, please provide him with the following information:		
	(1) TACOM-RI solicitation number;		

- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.
- (End of clause)

(AS7006)

A-352.210-4516COMMERCIAL EQUIVALENT ITEM(S)JUN/1998
TACOM-RI

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

A-452.211-4506INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL SPECIFICATIONS AND STANDARDSDEC/1997
TACOM-RI

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL SPEC/STANDARD	LOCATION OF REQUIREMENT	FACILITY	ACO

(c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

- (e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:
- (1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.
- (2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN PRICE \$

CLIN PRICE \$

CLIN PRICE \$

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Name of Offeror or Contractor: HUNTER MFG CO		

CLIN _____ PRICE \$ _____

(End of clause)

(AS7008)

A-5 52.211-4507 NOTICE OF URGENT REQUIREMENT NOV/2001
TACOM-RI

TACOM considers this requirement to be urgent. Timely performance and delivery are essential. Deliveries ahead of schedule are encouraged whenever they can be offered without additional cost to the Government. The Contractor is requested to immediately contact the buyer or contracting officer identified on the cover page of this document to notify them of any pending or potential problems and/or suggestions for contract streamlining that would enable faster deliveries.

(End of Clause)

AS7911

A-6 52.233-4503 AMC-LEVEL PROTEST PROGRAM JUN/1998
TACOM-RI

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

<http://www.amc.army.mil/amc/cc/protest.html>

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

A-7 52.243-4510 DIRECT VENDOR DELIVERY JAN/1999
TACOM-RI

In accordance with the Changes clause of this contract, the contractor may be called upon to ship directly to the user, in lieu of the destination in the Schedule, to satisfy urgent or backorder situations. In such instances the contractor may be directed to use best commercial packaging. The contractor may also be called upon to ship the item to the new destination within 24 hours of the required delivery date as specified in the Schedule. Please provide your POC, electronic mail address and commercial phone number including area

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code for this effort below:

(End of clause)

(AS7012)

A-8

52.246-4538

CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2

JUN/1998

TACOM-RI

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-6591.

(END OF CLAUSE)

(AS7502)

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Name of Offeror or Contractor: HUNTER MFG CO

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS <u>Supplies or Services and Prices/Costs</u> NSN: 4230-01-485-6184 FSCM: 92878 PART NR: FFA400 SECURITY CLASS: Unclassified				
0001AA	<u>PRODUCTION QUANTITY</u> NOUN: FAN FILTER ASSEMBLY 400 CLIN CONTRACT TYPE: Firm-Fixed-Price PRON: S63ZK384SB PRON AMD: 05 ACRN: AA AMS CD: 070011 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 002 FB285722200373 YBZ119 A 3 <u>PROJ CD BRK BLK PT</u> 880 <u>DEL REL CD QUANTITY DEL DATE</u> 001 1 30-APR-2003 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (FB2857) FB2857 311 LOG SQ LS LGS BLDG 1150 CML PHN 536-3541 8006 CHENNAULT RD STE 1 BROOKS AFB TX 78235-5315 DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 003 FB285722200374 YBZ119 A 3 <u>PROJ CD BRK BLK PT</u> 880 <u>DEL REL CD QUANTITY DEL DATE</u> 001 1 30-APR-2003 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (FB2857) FB2857 311 LOG SQ LS LGS BLDG 1150 CML PHN 536-3541 8006 CHENNAULT RD STE 1 BROOKS AFB TX 78235-5315 DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>	132	EA	\$ 5,391.00000	\$ 711,612.00

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Name of Offeror or Contractor: HUNTER MFG CO

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>004 FB285722240042 YBZ119 A 3</p> <p><u>PROJ CD</u> <u>BRK BLK PT</u></p> <p>880</p> <p><u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u></p> <p>001 1 30-MAY-2003</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u></p> <p>(FB2857) FB2857 311 LOG SQ LS LGS</p> <p>BLDG 1150 CML PHN 536-3541</p> <p>8006 CHENNAULT RD STE 1</p> <p>BROOKS AFB TX 78235-5315</p> <p>DOC SUPPL</p> <p><u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u></p> <p>005 FB285722240043 YBZ119 A 3</p> <p><u>PROJ CD</u> <u>BRK BLK PT</u></p> <p>880</p> <p><u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u></p> <p>001 1 30-MAY-2003</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u></p> <p>(FB2857) FB2857 311 LOG SQ LS LGS</p> <p>BLDG 1150 CML PHN 536-3541</p> <p>8006 CHENNAULT RD STE 1</p> <p>BROOKS AFB TX 78235-5315</p> <p>DOC SUPPL</p> <p><u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u></p> <p>006 FB285722240044 YBZ119 A 3</p> <p><u>PROJ CD</u> <u>BRK BLK PT</u></p> <p>880</p> <p><u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u></p> <p>001 1 30-MAY-2003</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u></p> <p>(FB2857) FB2857 311 LOG SQ LS LGS</p> <p>BLDG 1150 CML PHN 536-3541</p> <p>8006 CHENNAULT RD STE 1</p> <p>BROOKS AFB TX 78235-5315</p> <p>DOC SUPPL</p> <p><u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u></p> <p>007 FB285722240047 YBZ119 A 3</p> <p><u>PROJ CD</u> <u>BRK BLK PT</u></p> <p>880</p> <p><u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u></p> <p>001 1 30-MAY-2003</p> <p>FOB POINT: Destination</p>				

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Name of Offeror or Contractor: HUNTER MFG CO

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SHIP TO: <u>PARCEL POST ADDRESS</u> (FB2857) FB2857 311 LOG SQ LS LGS BLDG 1150 CML PHN 536-3541 8006 CHENNAULT RD STE 1 BROOKS AFB TX 78235-5315</p> <p>DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 008 FB285722240048 YBZ119 A 3 <u>PROJ CD</u> <u>BRK BLK PT</u> 880</p> <p><u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 1 30-MAY-2003</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (FB2857) FB2857 311 LOG SQ LS LGS BLDG 1150 CML PHN 536-3541 8006 CHENNAULT RD STE 1 BROOKS AFB TX 78235-5315</p> <p>DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 009 FB285722240050 YBZ119 A 3 <u>PROJ CD</u> <u>BRK BLK PT</u> 880</p> <p><u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 1 30-MAY-2003</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (FB2857) FB2857 311 LOG SQ LS LGS BLDG 1150 CML PHN 536-3541 8006 CHENNAULT RD STE 1 BROOKS AFB TX 78235-5315</p> <p>DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 010 FB285722240051 YBZ119 A 3 <u>PROJ CD</u> <u>BRK BLK PT</u> 880</p> <p><u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 1 30-MAY-2003</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (FB2857) FB2857 311 LOG SQ LS LGS BLDG 1150 CML PHN 536-3541 8006 CHENNAULT RD STE 1 BROOKS AFB TX 78235-5315</p> <p>DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u></p>				

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	<p>011 FB285722240052 YBZ119 A 3</p> <p>PROJ CD BRK BLK PT</p> <p>880</p> <p>DEL REL CD QUANTITY DEL DATE</p> <p>001 1 30-MAY-2003</p> <p>FOB POINT: Destination</p> <p>SHIP TO: PARCEL POST ADDRESS</p> <p>(FB2857) FB2857 311 LOG SQ LS LGS</p> <p>BLDG 1150 CML PHN 536-3541</p> <p>8006 CHENNAULT RD STE 1</p> <p>BROOKS AFB TX 78235-5315</p> <p>DOC SUPPL</p> <p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</p> <p>012 FB285722240053 YBZ119 A 3</p> <p>PROJ CD BRK BLK PT</p> <p>880</p> <p>DEL REL CD QUANTITY DEL DATE</p> <p>001 1 30-MAY-2003</p> <p>FOB POINT: Destination</p> <p>SHIP TO: PARCEL POST ADDRESS</p> <p>(FB2857) FB2857 311 LOG SQ LS LGS</p> <p>BLDG 1150 CML PHN 536-3541</p> <p>8006 CHENNAULT RD STE 1</p> <p>BROOKS AFB TX 78235-5315</p> <p>DOC SUPPL</p> <p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</p> <p>013 FB285722240054 YBZ119 A 3</p> <p>PROJ CD BRK BLK PT</p> <p>880</p> <p>DEL REL CD QUANTITY DEL DATE</p> <p>001 1 30-MAY-2003</p> <p>FOB POINT: Destination</p> <p>SHIP TO: PARCEL POST ADDRESS</p> <p>(FB2857) FB2857 311 LOG SQ LS LGS</p> <p>BLDG 1150 CML PHN 536-3541</p> <p>8006 CHENNAULT RD STE 1</p> <p>BROOKS AFB TX 78235-5315</p> <p>DOC SUPPL</p> <p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</p> <p>014 FB285722240055 YBZ119 A 3</p> <p>PROJ CD BRK BLK PT</p> <p>880</p> <p>DEL REL CD QUANTITY DEL DATE</p> <p>001 1 30-MAY-2003</p> <p>FOB POINT: Destination</p>				

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Name of Offeror or Contractor: HUNTER MFG CO

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SHIP TO: <u>PARCEL POST ADDRESS</u> (FB2857) FB2857 311 LOG SQ LS LGS BLDG 1150 CML PHN 536-3541 8006 CHENNAULT RD STE 1 BROOKS AFB TX 78235-5315</p> <p>DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 015 FB285722240056 YBZ119 A 3 <u>PROJ CD</u> <u>BRK BLK PT</u> 880</p> <p><u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 1 30-MAY-2003</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (FB2857) FB2857 311 LOG SQ LS LGS BLDG 1150 CML PHN 536-3541 8006 CHENNAULT RD STE 1 BROOKS AFB TX 78235-5315</p> <p>DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 016 FB285722240057 YBZ119 A 3 <u>PROJ CD</u> <u>BRK BLK PT</u> 880</p> <p><u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 1 30-MAY-2003</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (FB2857) FB2857 311 LOG SQ LS LGS BLDG 1150 CML PHN 536-3541 8006 CHENNAULT RD STE 1 BROOKS AFB TX 78235-5315</p> <p>DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 017 FB285722240128 YBZ120 A 3 <u>PROJ CD</u> <u>BRK BLK PT</u> 880</p> <p><u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 1 30-MAY-2003</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (FB2857) FB2857 311 LOG SQ LS LGS BLDG 1150 CML PHN 536-3541 8006 CHENNAULT RD STE 1 BROOKS AFB TX 78235-5315</p> <p>DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u></p>				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-C-0037 MOD/AMD	Page 11 of 34
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Name of Offeror or Contractor: HUNTER MFG CO

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>018 FB285722240129 YBZ120 A 3</p> <p><u>PROJ CD</u> <u>BRK BLK PT</u></p> <p>880</p> <p><u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u></p> <p>001 1 30-MAY-2003</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u></p> <p>(FB2857) FB2857 311 LOG SQ LS LGS</p> <p>BLDG 1150 CML PHN 536-3541</p> <p>8006 CHENNAULT RD STE 1</p> <p>BROOKS AFB TX 78235-5315</p> <p>DOC SUPPL</p> <p><u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u></p> <p>019 FB285722240131 YBZ120 A 3</p> <p><u>PROJ CD</u> <u>BRK BLK PT</u></p> <p>880</p> <p><u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u></p> <p>001 1 30-MAY-2003</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u></p> <p>(FB2857) FB2857 311 LOG SQ LS LGS</p> <p>BLDG 1150 CML PHN 536-3541</p> <p>8006 CHENNAULT RD STE 1</p> <p>BROOKS AFB TX 78235-5315</p> <p>DOC SUPPL</p> <p><u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u></p> <p>020 FB285722240132 YBZ120 A 3</p> <p><u>PROJ CD</u> <u>BRK BLK PT</u></p> <p>880</p> <p><u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u></p> <p>001 1 30-MAY-2003</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u></p> <p>(FB2857) FB2857 311 LOG SQ LS LGS</p> <p>BLDG 1150 CML PHN 536-3541</p> <p>8006 CHENNAULT RD STE 1</p> <p>BROOKS AFB TX 78235-5315</p> <p>DOC SUPPL</p> <p><u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u></p> <p>021 FB285722240133 YBZ120 A 3</p> <p><u>PROJ CD</u> <u>BRK BLK PT</u></p> <p>880</p> <p><u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u></p> <p>001 1 30-MAY-2003</p> <p>FOB POINT: Destination</p>				

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Name of Offeror or Contractor: HUNTER MFG CO

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SHIP TO: <u>PARCEL POST ADDRESS</u> (FB2857) FB2857 311 LOG SQ LS LGS BLDG 1150 CML PHN 536-3541 8006 CHENNAULT RD STE 1 BROOKS AFB TX 78235-5315</p> <p>DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 022 FB285722240134 YBZ120 A 3 <u>PROJ CD</u> <u>BRK BLK PT</u> 880</p> <p><u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 1 30-MAY-2003</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (FB2857) FB2857 311 LOG SQ LS LGS BLDG 1150 CML PHN 536-3541 8006 CHENNAULT RD STE 1 BROOKS AFB TX 78235-5315</p> <p>DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 023 FB285722240135 YBZ120 A 3 <u>PROJ CD</u> <u>BRK BLK PT</u> 880</p> <p><u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 1 30-MAY-2003</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (FB2857) FB2857 311 LOG SQ LS LGS BLDG 1150 CML PHN 536-3541 8006 CHENNAULT RD STE 1 BROOKS AFB TX 78235-5315</p> <p>DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 024 FB285722240136 YBZ120 A 3 <u>PROJ CD</u> <u>BRK BLK PT</u> 880</p> <p><u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 1 30-MAY-2003</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (FB2857) FB2857 311 LOG SQ LS LGS BLDG 1150 CML PHN 536-3541 8006 CHENNAULT RD STE 1 BROOKS AFB TX 78235-5315</p> <p>DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u></p>				

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Name of Offeror or Contractor: HUNTER MFG CO

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>025 FB285722739603 FB2857 J 2</p> <p><u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u></p> <p>001 1 30-APR-2003</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u></p> <p>(FB2857) FB2857 311 LOG SQ LS LGS</p> <p>BLDG 1150 CML PHN 536-3541</p> <p>8006 CHENNAULT RD STE 1</p> <p>BROOKS AFB TX 78235-5315</p> <p>DOC SUPPL</p> <p><u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u></p> <p>026 FB285722739604 FB2857 J 2</p> <p><u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u></p> <p>001 1 30-APR-2003</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u></p> <p>(FB2857) FB2857 311 LOG SQ LS LGS</p> <p>BLDG 1150 CML PHN 536-3541</p> <p>8006 CHENNAULT RD STE 1</p> <p>BROOKS AFB TX 78235-5315</p> <p>DOC SUPPL</p> <p><u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u></p> <p>027 FB285722739605 FB2857 J 2</p> <p><u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u></p> <p>001 1 30-APR-2003</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u></p> <p>(FB2857) FB2857 311 LOG SQ LS LGS</p> <p>BLDG 1150 CML PHN 536-3541</p> <p>8006 CHENNAULT RD STE 1</p> <p>BROOKS AFB TX 78235-5315</p> <p>DOC SUPPL</p> <p><u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u></p> <p>028 FB285722739606 FB2857 J 2</p> <p><u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u></p> <p>001 1 30-APR-2003</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u></p> <p>(FB2857) FB2857 311 LOG SQ LS LGS</p> <p>BLDG 1150 CML PHN 536-3541</p> <p>8006 CHENNAULT RD STE 1</p> <p>BROOKS AFB TX 78235-5315</p> <p>DOC SUPPL</p>				

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Name of Offeror or Contractor: HUNTER MFG CO

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 029 FB285722739607 FB2857 J 2</p> <p>DEL REL CD QUANTITY DEL DATE 001 1 30-APR-2003</p> <p>FOB POINT: Destination</p> <p>SHIP TO: PARCEL POST ADDRESS (FB2857) FB2857 311 LOG SQ LS LGS BLDG 1150 CML PHN 536-3541 8006 CHENNAULT RD STE 1 BROOKS AFB TX 78235-5315</p> <p>DOC SUPPL</p> <p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 030 FB285722739608 FB2857 J 2</p> <p>DEL REL CD QUANTITY DEL DATE 001 1 30-APR-2003</p> <p>FOB POINT: Destination</p> <p>SHIP TO: PARCEL POST ADDRESS (FB2857) FB2857 311 LOG SQ LS LGS BLDG 1150 CML PHN 536-3541 8006 CHENNAULT RD STE 1 BROOKS AFB TX 78235-5315</p> <p>DOC SUPPL</p> <p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 031 FE285723640048 000000 A 1</p> <p>PROJ CD BRK BLK PT 9GF</p> <p>DEL REL CD QUANTITY DEL DATE 001 24 31-JAN-2003</p> <p>002 26 15-FEB-2003</p> <p>FOB POINT: Destination</p> <p>SHIP TO: PARCEL POST ADDRESS (FE2857) 70 LS LGS 8006 CHENNAULT RD STE 1 BROOKS AFB TX 78235-5315</p> <p>DOC SUPPL</p> <p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 032 FE285730150303 000000 A 2</p> <p>DEL REL CD QUANTITY DEL DATE 001 11 28-FEB-2003</p> <p>002 25 31-MAR-2003</p> <p>003 17 30-APR-2003</p> <p>FOB POINT: Destination</p>				

Name of Offeror or Contractor: HUNTER MFG CO

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SHIP TO: <u>PARCEL POST ADDRESS</u> (FE2857) 70 LS LGS 8006 CHENNAULT RD STE 1 BROOKS AFB TX 78235-5315				
0002	<u>Supplies or Services and Prices/Costs</u> NSN: 4230-01-494-6311 FSCM: 92878 PART NR: 1066441 SECURITY CLASS: Unclassified				
0002AA	<u>PRODUCTION QUANTITY</u> NOUN: FAN FILTER ASSY REPAIR KIT CLIN CONTRACT TYPE: Firm-Fixed-Price PRON: S63ZK385SB PRON AMD: 05 ACRN: AA AMS CD: 070011 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 002 FB285722200363 YBZ119 A 3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 1 28-FEB-2003 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (FB2857) FB2857 311 LOG SQ LS LGS BLDG 1150 CML PHN 536-3541 8006 CHENNAULT RD STE 1 BROOKS AFB TX 78235-5315 DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 003 FB285722739602 FB2857 J 2 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 1 28-FEB-2003 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (FB2857) FB2857 311 LOG SQ LS LGS BLDG 1150 CML PHN 536-3541 8006 CHENNAULT RD STE 1 BROOKS AFB TX 78235-5315	60	KT	\$ 978.00000	\$ 58,680.00

Name of Offeror or Contractor: HUNTER MFG CO

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div>DOC SUPPL</div> <div><div>REL CD</div><div>MILSTRIP</div><div>ADDR</div><div>SIG CD</div><div>MARK FOR</div><div>TP CD</div></div> <div>004 FB285723640047 000000 A 1</div> <div><div>PROJ CD</div><div>BRK BLK PT</div></div> <div>9GF</div> <div><div>DEL REL CD</div><div>QUANTITY</div><div>DEL DATE</div></div> <div>001 50 28-FEB-2003</div> <div>FOB POINT: Destination</div> <div>SHIP TO: <u>PARCEL POST ADDRESS</u></div> <div>(FB2857) FB2857 311 LOG SQ LS LGS</div> <div>BLDG 1150 CML PHN 536-3541</div> <div>8006 CHENNAULT RD STE 1</div> <div>BROOKS AFB TX 78235-5315</div> <div>DOC SUPPL</div> <div><div>REL CD</div><div>MILSTRIP</div><div>ADDR</div><div>SIG CD</div><div>MARK FOR</div><div>TP CD</div></div> <div>005 FB285730150294 000000 A 3</div> <div><div>DEL REL CD</div><div>QUANTITY</div><div>DEL DATE</div></div> <div>001 8 28-FEB-2003</div> <div>FOB POINT: Destination</div> <div>SHIP TO: <u>PARCEL POST ADDRESS</u></div> <div>(FB2857) FB2857 311 LOG SQ LS LGS</div> <div>BLDG 1150 CML PHN 536-3541</div> <div>8006 CHENNAULT RD STE 1</div> <div>BROOKS AFB TX 78235-5315</div>				

Name of Offeror or Contractor: HUNTER MFG CO

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	Regulatory Cite	Title	Date
C-1	52.210-4501 TACOM-RI	DRAWINGS/SPECIFICATION	MAR/1988

CLIN 0001 AND CLIN 0002 ARE TO BE PRODUCED IN ACCORDANCE WITH THE RECENTLY COMPLETED CONTRACT DAAE20-02-C-0075.

CLIN 0001AA:

ITEM IS SOLE SOURCE TO:

COMPANY: HUNTER MANUFACTURING COMPANY
30525 AURORA ROAD
SOLON, OH 44139
(440) 248-6111
CAGE: 92878
MODEL #: FFA400-100
P/N: 400-100 (106620)
NSN: 4230-01-485-6184

THE ITEM IS TO MEET THE REQUIREMENTS OF THE ATTACHED SPECIFICATION SHEET. (ATTACHMENT 001)

200 CFM FILTER SETS, P/N 5-19-6722, NSN 4240-01-369-6533 ARE NOT TO BE SUPPLIED WITH THE FILTER UNIT.
THE ITEM IS TO BE COMMERCIALY PACKAGED.

NO SHELF LIFE MARKING REQUIRED.

CLIN 0002AA:

ITEM IS SOLE SOURCE TO:

COMPANY: HUNTER MANUFACTURING COMPANY
30525 AURORA ROAD
SOLON, OH 44139
(440) 248-6111
CAGE: 92878
P/N: 1066441
NSN: 4230-01-494-6311

ITEM IS TO BE COMMERCIALY PACKAGED.

NO SHELF LIFE MARKING REQUIRED.

(CS6100)

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Name of Offeror or Contractor: HUNTER MFG CO		

SECTION D - PACKAGING AND MARKING

	Regulatory Cite	Title	Date
D-1	52.211-4503 TACOM-RI	PACKAGING REQUIREMENTS (COMMERCIAL)	FEB/2000

APPLICABLE TO CLINS 0001AA AND 0002AA:

a. The preservation, packing, and marking requirements shall be accomplished in accordance with the performance requirements defined herein.

b. The following Packaging requirements shall apply:

Preservation: COMMERCIAL
 Level of Packing: COMMERCIAL
 Quantity Per Unit Package: 001
 Quantity of Unit Packages Per Intermediate Container: SEE PARA. 3

(1) Packaging - Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:

(i) Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

(ii) Preservation - Items susceptible to corrosion of deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.

(iii) Cushioning - Items requiring protection from physical and mechanical damage (e.g., fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

(2) Unit package:

(i) Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton, or box.

(ii) Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set assembly, kit, etc.

(3) Intermediate Package:

(i) Intermediate packaging is required whenever the quantity is over one (1) gross of the same national stock number and when such use enhances handling and inventorying, or whenever the exterior surfaces of the unit pack is a bag of any type, regardless of the size, or whenever the unit pack is less than 64 cubic inches, or when the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches. Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

(4) Packing:

(i) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

(ii) Shipping Containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

c. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

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d. Marking: All unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision N, Date 15 MAY 97, including bar coding, see AIM-BC1, Uniform Symbology Specification (USS)-39, Document Number X5-2. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.

e. Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

f. Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

g. SUPPLEMENTAL INSTRUCTIONS: FOR CLIN 0001AA ONLY - THE GROSS WEIGHT AND TOTAL QUANTITY PER PALLET SHALL BE PLACED ON A MARKING BOARD/PANEL AND SECURELY ATTACHED ON TWO ADJACENT SIDES.

(End of clause)

(DS6413)

Name of Offeror or Contractor: HUNTER MFG CO

SECTION E - INSPECTION AND ACCEPTANCE
This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984
E-3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-4	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/1999

The Contractor shall comply with the higher-level quality standard selected below, (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

Title	Number	Date	Tailoring
() QUALITY MANAGEMENT SYSTEMS - REQUIREMENTS,	ISO 9001:2000	13 DEC 2000	UNTAILORED
() QUALITY SYSTEMS - MODEL FOR QA	ISO 9001	18 JUL 1994	UNTAILORED

(End of clause)

(EF6002)

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SECTION F - DELIVERIES OR PERFORMANCE
This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-2	52.247-34	F.O.B. DESTINATION	NOV/1991
F-3	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
F-4	52.247-4531 TACOM-RI	COGNIZANT TRANSPORTATION OFFICER	MAY/1993

- (a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:
- (1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;
 - (2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and
 - (3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.
 - (4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.
- (b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.
- (c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

SERVICE						ACCOUNTING	OBLIGATED
<u>NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>				<u>STATION</u>	<u>AMOUNT</u>
Army	AA	97	X4930AC61	6N	26FB S19130	W13G07	\$ 770,292.00
						TOTAL	\$ 770,292.00

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Name of Offeror or Contractor: HUNTER MFG CO

SECTION H - SPECIAL CONTRACT REQUIREMENTS

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
H-2	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-3	52.246-4500 TACOM-RI	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	NOV/2001

(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is roseee@ria.army.mil. The data fax number for submission is 309-782-1218, ATTN: Elaine Rose, AMSTA-AQ-ARCC.

(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:

(1) The FMS/MAP copies may be submitted to: N/A

(End of Clause)

(HS6510)

H-4	52.247-4545 TACOM-RI	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
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The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? ____ YES ____ NO

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Name of Offeror or Contractor: HUNTER MFG CO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

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SECTION I - CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-5	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-6	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-7	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-8	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-9	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-10	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-11	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-12	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
I-13	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-14	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-15	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-16	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-17	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-18	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-19	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-20	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-21	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-22	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	JAN/1991
I-23	52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-24	52.232-1	PAYMENTS	APR/1984
I-25	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-26	52.232-11	EXTRAS	APR/1984
I-27	52.232-17	INTEREST	JUN/1996
I-28	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-29	52.232-25	PROMPT PAYMENT	FEB/2002
I-30	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-31	52.233-1	DISPUTES	JUL/2002
I-32	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-33	52.242-13	BANKRUPTCY	JUL/1995
I-34	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-35	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAY/2002
I-36	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
I-37	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-38	52.248-1	VALUE ENGINEERING	FEB/2000
I-39	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-40	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-41	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-42	252.203-7001 DFARS	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-43	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-44	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995

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I-45	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
I-46	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	APR/2002
I-47	252.225-7031 DFARS	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-48	252.226-7001 DFARS	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES-DOD CONTRACTS	SEP/2001
I-49	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-50	252.232-7004 DFARS	DOD PROGRESS PAYMENT RATES	OCT/2001
I-51	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-52	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-53	252.243-7002 DFARS	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-54	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
I-55	52.232-16	PROGRESS PAYMENTS	DEC/2002
The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly in amount of \$2500 or more approved by the Contracting Officer, under the following conditions:			
(a) Computation of amounts.			
(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.			
(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors -			
(i) In accordance with the terms and conditions of a subcontract of invoice; and			
(ii) Ordinarily within 30 days of the submission of the Contractor's next payment request to the Government.			
(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless -			
(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and			
(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).			
(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:			
(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.			
(ii) Costs incurred by subcontractors or suppliers.			
(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.			
(iv) Payments made or amounts payable to subcontractors or suppliers, except for--			
(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and			

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(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed eighty percent (80%) of the total contract price.

(7) If a progress payment or the unliquidated progress payment exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2500. The Contracting Officer may make exceptions.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or eighty percent (80%) of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).

(2) Performance of this contract is endangered by the Contractor's (i) failure to make progress or (ii) unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The unliquidated progress payments exceed the fair value of the work accomplished on the undelivered portion of this contract.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract, e.g., the termination or special tooling clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

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(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable cost of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

- (i) Delivered to, and accepted by, the Government under this contract; or
- (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is damaged, lost, stolen, or destroyed.

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports and access to records. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or division, if the following conditions are met:

- (1) The amounts included are limited to -
 - (i) The unliquidated reminder of financing payments made; plus
 - (ii) any unpaid subcontractor requests for financing payments.
- (2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery, or, if the subcontractor is a small business concern, 4 months.
- (3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments -
 - (i) Are substantially similar to the terms of the clause for any subcontractor that is a large business concern, or that clause with its Alternate I for any subcontractor that is a small business concern;
 - (ii) Are at least as favorable to the Government as the terms of this clause;
 - (iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

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(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if (A) the Contractor defaults or (B) the subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments -

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if - (A) The Contractor defaults; or (B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments -

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Part 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if - (A) The Contractor defaults; or (B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor's has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on Undefinitized Contract Actions. Notwithstanding any other progress payment provision in this contract, progress payments may not exceed eighty percent (80%) of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at eighty percent (80%) of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed eighty percent (80%) of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 30th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty

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provision of the Prompt Payment Act.

(End of Clause)

(IF6187)

I-56 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT JUL/1995

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7210)

I-57 52.203-7 ANTI-KICKBACK PROCEDURES JUL/1995

(a) Definitions.

Kickback, as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

Person, as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

Prime contract, as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

Prime Contractor, as used in this clause, means a person who has entered into a prime contract with the United States.

Prime Contractor employee, as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

Subcontract, as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

Subcontractor, as used in this clause (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

Subcontractor employee, as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback of 1986 (41 U.S.C. 51.58) (the Act), prohibits any person from--

- (1) Providing or attempting to provide or offering to provide any kickback;
- (2) Soliciting, accepting, or attempting to accept any kickback; or
- (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

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(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7211)

I-58	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
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(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing whether as of the time of award of the subcontract, the subcontractor, or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of Clause)

(IF7212)

I-59	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
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(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

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Name of Offeror or Contractor: HUNTER MFG CO

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

(IF7114)

I-60 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984
(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

I-61 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS OCT/2001
DFARS

(a) Definition. ''SPI process,'' as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in Excel format at <http://www.dcma.mil/onebook/0.0/0.2/reports/modified/xls>.

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,
 - (2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
 - (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
 - (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.
- (d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror -

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(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer;but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of Clause)

(IA7009)

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Name of Offeror or Contractor: HUNTER MFG CO		

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 001	SECTION C - FFA 400 SPECIFICATION SHEET		001	
Attachment 002	LETTER AWARD	23-JAN-2003	002	

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at <http://aais.ria.army.mil/aais/SOLINFO/index.htm>. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>
Attachment 1A	Instructions for Completing DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 4A	Guidance on Documentation of Contract Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs
Attachment 6A	Data Delivery Description - Engineering Change Proposal	JUL 01	9 Pgs
Attachment 7A	Data Delivery Description - Notice of Revision	JUL 01	2 Pgs
Attachment 8A	Data Delivery Description - Request for Deviation	JUL 01	4 Pgs

(End of Clause)

(JS7001)